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## **Article I. Award Information**

### **Section 1.01 Recipient Information**

KANSAS MUNICIPAL UTILITIES, INC.

101 1/2 N. Main Street

McPherson KS 67460-0000

DUNS: 073310153

Primary Contact: Bradley Mears, [bmears@kmunet.org](mailto:bmears@kmunet.org), (620) 241-1423

### **Section 1.02 Awarding Agency Information**

U.S. Department of Transportation (US DOT)

Pipeline and Hazardous Materials Safety Administration (PHMSA)

1200 New Jersey Avenue, SE

Room E22-317

Washington, D.C. 20590

Primary Contact: Mahua Mazumdar, [mahua.mazumdar@dot.gov](mailto:mahua.mazumdar@dot.gov), (202) 366-1282

### **Section 1.03 Basic Award Information**

Funding Opportunity Title: "Technical Assistance Grants (TAG)"

Funding Opportunity Number: DTPH5614SN000003

CFDA Number: 20.710

Award Type: Grant Agreement

Award Number: DTPH5614GPPT21

Project Title: 2014 Technical Assistance Grant for Kansas Municipal Utilities, Inc.

Project/Performance Period: Twelve (12) months from the effective date of award.

Grant Amount: \$50,000.00

## **Article II. Background**

### **Section 2.01 Background**

Experience shows that informed communities play a vital role in the safety and reliability of pipeline operations. The Technical Assistance Grants (TAG) program, first authorized in the Pipeline Safety Improvement Act of 2002 (Act) (P. L. 107-355, codified at 49 U.S.C. 60130), offers opportunities to strengthen the depth and quality of public participation in pipeline safety matters. Section 9 of the Act, titled: "Pipeline Safety Information Grants to Communities" authorized the Secretary of Transportation to make grants to local communities and organizations for technical assistance relating to pipeline safety issues. The TAG program has been amended by Section 5 of the PIPES Act of 2006 (P.L. 109-468) and Section 32 of the Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011 (P.L. 112-90).

These grants will allow communities and groups of individuals to obtain funding for technical assistance in the form of engineering or other scientific analysis of pipeline safety issues and help promote public participation in official proceedings. For purposes of grant eligibility, communities are defined as cities, towns, villages, counties, parishes, townships, and similar governmental subdivisions,

or consortiums of such subdivisions. A nongovernmental group of individuals is eligible for a grant under the TAG program if its members are affected or potentially affected individuals who are incorporated as a non-profit organization in the state where they are located.

### **Section 2.02 Statement of Purpose**

PHMSA awards grant funds to local communities and groups of individuals (not including for-profit entities) for technical assistance in the form of engineering or other scientific analysis of pipeline safety issues affecting the local community or to help promote public participation in official proceedings (excluding nonofficial proceedings) pertaining to pipeline safety issues.

### **Section 2.03 Specific Objective(s) of the Agreement**

Under this grant award Kansas Municipal Utilities, Inc., will expand the experience level and training opportunities for municipal and small gas systems across the State of Kansas, to better prepare their personnel for the daily responsibilities of operating and maintaining a natural gas system, and, to handle emergency situations should they arise. The proposed project will provide for the planning, development, and installation of a simulated natural gas infrastructure system as a site to provide an ongoing in-depth multi-day "boot camp" training program for natural gas system operators, affiliated stakeholders, and emergency response partners as a component of a comprehensive 35-acre utility training facility located in central Kansas.

### **Article III. Expected Program Outputs**

Under the terms of this agreement, the Recipient must demonstrate completion of the work through the actions it has specified in its Application.

- *Training system employees and qualifying them for critical tasks.*
- *Utilizing and maintaining appropriate installation and test equipment.*
- *Identifying and selecting appropriate equipment.*
- *Developing safe working practices and environment.*
- *Responding to emergency situations.*
- *Coordination with appropriate community stakeholders.*
- *Determining and maintaining system integrity.*
- *Promoting public awareness, education, and communication.*
- *Training to industry and safety best practices.*
- *Promotion of safe excavation in and around pipelines and natural gas systems.*
- *Education on compliance with state and federal regulations.*
- *Training for emergencies including mutual aid assistance.*
  
- *Milestones*
  - *Develop initial design and specifications for the natural gas distribution training field.*
  - *Develop training curriculum in consultation with the KMU Natural Gas Committee.*
  - *Prepare progress reports.*
  - *Review final design and specifications for the natural gas component of the training field and "Safe City."*
  - *Schedule targeted training event and arrange for necessary logistics.*
  - *Prepare progress reports.*
  - *Promote targeted training event.*
  - *Order equipment, infrastructure, and other necessary appurtenances.*
  - *Schedule necessary trenching equipment required for installation of system.*

- *Prepare progress reports.*
- *Conduct training event.*
- *Prepare report on transferability of program and program components for other interested parties.*
- *Maintain installed infrastructure.*
- *Prepare final report documents.*

#### **Article IV. Deliverables**

The Recipient must submit the following reports:

- Progress Report;
- Federal Financial Status Report;
- Final Report; and
- Final Financial Report.

Additional information about the reporting requirements are in Article X, Reports.

#### **Article V. Dissemination of Technical Findings**

The Recipient must make available any technical findings to the relevant operators in the Recipient's area and have open communication with local operators, local communities and other interested parties.

#### **Article VI. Delineation of Tasks/Deliverables**

##### **Section 6.01 Incorporation of Recipient's Application**

The Recipient's application and Project Plan dated **04/30/2014** is incorporated by reference into this Agreement.

The Recipient is responsible for accomplishing the objectives, tasks and deliverables of this Grant Agreement, and performing the tasks and the deliverables outlined in the Recipient's Project Plan.

#### **Article VII. Agreement Officials**

Refer to the Award Terms and Conditions (Attachment 1), Section 1, for a detailed description of each official's responsibilities below.

##### **Agreement Officer (AO)**

Mr. Warren D. Osterberg  
U.S. Department of Transportation  
Pipeline and Hazardous Materials Safety Administration  
Acquisition Services Division, PHA-30  
1200 New Jersey Avenue, SE, E22-317  
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##### **Agreement Administrator (AA)**

Ms. Mahua Mazumdar  
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Pipeline and Hazardous Materials Safety Administration  
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**Agreement Officer's Representative (AOR)**

Mr. Sam Hall

U.S. Department of Transportation

Pipeline and Hazardous Materials Safety Administration

Office of Pipeline Safety, PHP-20

2180 Adventure Lane

Maidens, VA 23102

Telephone: (804) 556-4678

E-mail: [sam.hall@dot.gov](mailto:sam.hall@dot.gov)

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**Principal Investigator (PI)**

Mr. Bradley Mears

101 1/2 N. Main Street

McPherson KS 67460-0000

Telephone: (620) 241-1423

E-mail: [bmears@kmunet.org](mailto:bmears@kmunet.org)

**Article VIII. Terms and Conditions**

The Recipient must comply with and spend funds consistent with all the terms and conditions of this award, including the Award Terms and Conditions in **Attachment 1** and any other terms and conditions spelled out in this document. Attachment 1, Award Terms and Conditions is incorporated into this Agreement.

**Article IX. Special Terms and Conditions**

**Section 9.01 Modifications**

Modifications to this Grant Agreement may be made only in writing, signed by both the Recipient and the AO, and specifically referred to as a modification to this Grant Agreement.

**Section 9.02 Travel**

Any travel necessary to carry out the objectives of this agreement must use the most economical form of transportation available. All travel is to be scheduled sufficiently in advance, to the extent practicable, to take advantage of offered discount rates. Travel and Per Diem authorized under this agreement must be incurred in accordance with the Government Travel Regulations currently in effect. Current per diem rates are listed at: <http://www.gsa.gov/perdiem>.

**Article X. Reports**

**Section 10.01 Progress Report / Mid-Term Report**

During the performance of the grant, the Recipient must provide a letter-type written report to the AOR and the AA. The report must include the following:

1. A comparison of actual accomplishments to the objectives established for the period;
2. Where the output of the project can be quantified, a computation of the cost per unit of output; and
3. The reasons for slippage if established objectives were not met.

This report must be submitted to the AOR and the AA in electronic form via e-mail no later than thirty (30) days after the reporting period. The reporting period for the Mid-Term Report, is half-way through the grant Project/Period of Performance, as outlined in the grant agreement.

#### **Section 10.02 Federal Financial Status Report**

During the performance of the grant, the Recipient must submit a mid-term Federal Financial Report, Standard Form 425 (SF-425), to report the status of funds. In addition to SF-425, the Recipient should provide a breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges). This report must be submitted to the AA in electronic form via e-mail no later than thirty (30) days after the reporting period. The reporting period for the Federal Financial Status Report, is half-way through the grant Project/Period of Performance, as outlined in the grant agreement.

#### **Section 10.03 Final Report**

At the end of the grant period of performance, the Recipient must deliver a letter-type final report to the AOR and the AA that describes the results of all activities undertaken as a result of this grant. The report to PHMSA must demonstrate completion of the work as outlined in the grant agreement.

This report must be submitted to the AOR and the AA in electronic form via e-mail no later than 90 days after the end of the period of performance.

#### **Section 10.04 Final Federal Financial Report**

At the end of the grant period, the Recipient must submit a Federal Financial Report, Standard Form 425 (SF-425), to report the status of all funds. In addition to the SF-425, the Recipient should provide the breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other, and Indirect Charges). This report must be submitted to the AA in electronic form via e-mail no later than 90 days after the end of the period of performance.

### **Article XI. Consideration and Payment**

#### **Section 11.01 Request for Advance/Reimbursement**

Subject to the requirements in 49 CFR 18 being met (refer to Award Terms and Conditions, Section 11, "Payments") payments will be made after receipt of "Request for Advance or Reimbursement," SF-270 through iSupplier. Upon the execution of the award, recipients, in accordance with their project plan, may request up to 50% of the total federally funded amount of the award. The remaining amount may be requested, upon receipt and approval, (by the PHMSA Agreement Officer) of the "Mid-Term Reports."

#### **Section 11.02 Registration requirement**

- All Recipients must submit payment requests via the DOT eInvoicing System. For details on how to invoice, refer to Award Terms and Conditions, Section 10, "eInvoicing."

**All Recipients must be registered in the System for Award Management (SAM) to receive payments on their invoices. For information on how to register, visit <https://www.sam.gov>.**

*See Attachment 1 "Award Terms and Conditions" for additional payment requirements.*

### **Article XII. Attachments**

Attachment 1 - DTPH5614GPPT21 - Award Terms and Conditions